



## Public Service Commission of South Carolina Tariff Summary Sheet as of December 22, 2014

Charter Fiberlink SC - CCO, LLC

Tariff Service: Local

This document is the complete version of the tariff on file and contains the following approved revisions. Detailed information is available for each revision on the Commission's E Tariff website (<http://etariff.psc.sc.gov>).

Revision	Date Filed	Effective Date	# of Pages
E2014-409	12/12/14	12/22/14	38
<u>Summary:</u> Charter Fiberlink SC-CCO, LLC tariff filing changes: the removal of residential and business services; the addition of Local Interconnection Service and, updates to Rules and Regulations			
E2012-499	12/7/12	12/22/12	25
<u>Summary:</u> In this filing, Charter is updating services and charges for residential and business customers.			
E2012-405	9/25/12	10/2/12	9
<u>Summary:</u> In this filing, Charter is updating Rules and Regulations for residential and business customers.			
E2012-302	7/31/12	8/10/12	5
<u>Summary:</u> In this filing Charter is changing its Seasonal Service offering for residential customers.			
E2012-229	6/22/12	7/2/12	25
<u>Summary:</u> In this filing, Charter is updating definitions and is redesigning residential service packages and rates.			
E2012-149	5/23/12	5/31/12	3
<u>Summary:</u> In this filing, Charter is establishing service in the exchange areas of Campobello, Inman and Landrum.			
E2012-97	4/16/12	4/20/12	9
<u>Summary:</u> In this filing, Charter is updating terms for Voluntary Suspension and is withdrawing the Charter Loyalty Unlimited Plan for residential customers. Additionally Charter is also suspending the Call Hold feature for business customers. Currently no customers subscribe to this feature.			
E2012-79	3/29/12	4/2/12	18
<u>Summary:</u> In this filing, Charter is updating rates and charges for new residential customers.			
E2012-5	1/11/12	1/24/12	8
<u>Summary:</u> In this filing Charter is revising Charter Business Voice Trunk Service.			
E2011-367	11/25/11	12/2/11	4
<u>Summary:</u> This filing is to revise conditions in residential service packages.			
E2011-325	10/11/11	12/2/11	14
<u>Summary:</u> In this filing, Charter is establishing new prices for existing services which are available for business customers through our National Accounts Channel.			

Revision	Date Filed	Effective Date	# of Pages
E2011-250	9/2/11	9/13/11	7
<u>Summary:</u> This filing is to clarify Enhanced Directory Assistance for business customers and to establish a new service package for residential customers			
E2011-122	5/17/11	5/23/11	8
<u>Summary:</u> In this filing, Charter is updating language for Enhanced Directory Assistance.			
E2011-22	1/28/11	2/4/11	11
<u>Summary:</u> In this filing, Charter is establishing new services for business customers			
E2011-17	1/21/11	2/1/11	8
<u>Summary:</u> In this filing, Charter is establishing a new Business Line service and has increased the Charter Business Bundle service rates.			
E2011-9	1/5/11	1/13/11	8
<u>Summary:</u> In this filing, Charter is adding services to Customer Initiated Temporary Suspension of Service (Seasonal Service). Additionally, Charter is reducing the monthly rate to residential customers for Charter Duo.			
E2010-336	12/8/10	1/10/11	12
<u>Summary:</u> In this filing, Charter is updating Emergency Services regulations and is adding services to the Voice Trunk product for business customers.			
E2010-325	11/18/10	11/22/10	7
<u>Summary:</u> In this filing, Charter is revising terms for Temporary Seasonal Suspension and has updated Service and Equipment Charges for residential customers.			
E2010-301	10/14/10	11/1/10	7
<u>Summary:</u> In this filing, Charter has updated language within the tariff and has adjusted prices for Service and Equipment Charges as well as the Enhanced Directory Assistance charge.			
E2010-270	10/6/10	10/12/10	8
<u>Summary:</u> In this filing, Charter has updated language within the tariff. Additionally, the wrong symbol was used for "registered" and has been corrected.			
E2010-268	10/4/10	10/12/10	8
<u>Summary:</u> In this filing, Charter is adding a new minutes package for residential customers and is also updating language within the tariff.			
E2010-181	7/20/10	10/14/10	3
<u>Summary:</u> In this filing, Charter has revised the Long Distance Package with Unlimited Minutes Triple Pak Price Guarantee, and has added the Long Distance Package with Unlimited Minutes Double Pak Price Guarantee offering for residential customers.  Questions regarding this filing may be directed to Betty Sanders at 314 288-3259 or Larry Bowman at 314 543-5855.			
E2010-139	5/20/10	6/4/10	10
<u>Summary:</u> In this filing, Charter has updated language to the New Customer definition. Reconnection Services definition for residential customers has also been clarified. Additionally, Charter has added Remote Number Forwarding as a Custom Calling Feature for business customers.			
E2010-60	3/5/10	3/17/10	18
<u>Summary:</u> In this filing, Charter has updated language for Operator Services for business and residential customers. Updates have also been made to Exchange Services and an automatic payment requirement is being added for business customers. Additionally, Charter is terminating the Refer-A-Friend program and has updated the Local Plus Package for residential customers.			
E2010-2	1/19/10	2/1/10	8
<u>Summary:</u> In this filing, Charter has updated Operator Services for residential and business customers and has added Refer-A-Business program for business customers.			
E2009-421	12/9/09	12/21/09	4
<u>Summary:</u> In this filing, Charter has added and made changes to service and equipment charges.			

Revision	Date Filed	Effective Date	# of Pages
E2009-236	8/11/09	8/17/09	3
<u>Summary:</u> In this filing, Charter is decreasing the current monthly charge for Private Number Service for residential customers.			
E2009-178	6/29/09	7/7/09	9
<u>Summary:</u> In this filing, Charter is introducing a new telephone package for residential customers. Additionally, Charter has added language for clarification to custom calling features for business and residential customers.			
E2009-85	4/21/09	4/24/09	3
<u>Summary:</u> Charter is removing Multi-Media Terminal Adapter Lease Charge for business customers as this is a non-regulated service.			
E2009-73	4/8/09	4/13/09	5
<u>Summary:</u> In this filing Charter is introducing service and equipment charges for residential customers.			
E2009-68	4/1/09	4/6/09	5
<u>Summary:</u> In this filing Charter proposes to introduce to its business customers Voice Trunk Services. Also included is clarification on Seasonal Suspension for business customers.			
E2009-40	2/20/09	3/2/09	14
<u>Summary:</u> Charter is introducing Private Number Service. Non-Listed and Non-Published Number Services will be grandfathered to existing customers.			
E2008-411	12/12/08	1/1/09	4
<u>Summary:</u> In this filing Charter proposes to increase rates to Non-Listed and Non-Published Number Services. Customer notification has been made pursuant to Commission rules.			
E2008-363	10/21/08	10/29/08	7
<u>Summary:</u> In this filing Charter proposes changes to liability regulations and conditions to long distance unlimited minutes packages.			
E2008-83	4/29/08	5/8/08	9
<u>Summary:</u> In this filing Charter proposes to change application and introduce service and equipment charges. Additionally, a Long Distance Package with Unlimited Minutes has changed.			
E2008-44	3/18/08	3/25/08	12
<u>Summary:</u> In this filing Charter proposes to increase the Directory Assistance charge for residence and business customers. Directory Assistance Call Completion service is being removed as it will now become a function of Directory Assistance. Also, new calling features are being introduced for residence and business customers. Customer notification for the increase has been made in accordance with PSC rules.			
E2008-5	1/18/08	1/29/08	4
<u>Summary:</u> In this filing the Company proposes to introduce a Long Distance Package Unlimited Minutes retention offer.			
E2007-219	12/18/07	12/21/07	10
<u>Summary:</u> In this filing Charter proposes to change conditions for involuntary termination, service charges, seasonal service, operator services and calling features.			
E2007-151	9/10/07	9/14/07	9
<u>Summary:</u> In this filing Charter proposes to reinstate the Company's Suspension Service offering to residential customers and remove the Seasonal Service offering issued on August 24, 2007. There are no customers with Seasonal Service rates. Additionally, conditions clarifying basic additional line service and residential packages is included.			
E2007-131	8/24/07	8/31/07	9
<u>Summary:</u> In this filing Charter proposes to discontinue the Suspension Service offering to residential customers and introduce Seasonal Service. Additionally, service and equipment charge descriptions have been changed.			
E2007-114	8/3/07	8/15/07	3
<u>Summary:</u> The purpose of this filing is to change conditions regarding Involuntary Termination procedures. The Telephone Company changes go beyond commission requirements.			

Revision	Date Filed	Effective Date	# of Pages
E2007-79	6/26/07	6/28/07	10
Summary: In this filing Charter introduces a new offering, Enhanced Directory Assistance Service. This new service provides the customer with directory assistance as well as additional features such as weather forecasts, traffic conditions, stock quotes, movie times and restaurant listings. Additionally, the Company introduces Directory Assistance Call Completion Service which provides the customer to Enhanced Directory Assistance Service the option of completing the last requested number.			
E2007-44	4/16/07	5/14/07	9
Summary: Charter proposes to grandfather additional lines and introduce new packages for business customers. Additionally a lease charge and grandfathering of feature rates is included.			
E2007-24	3/26/07	3/29/07	5
Summary: In this filing Charter proposes to increase the rate for the Unlimited In State Calling - Standalone package. As the Company has no customers to this service no customer notice is needed. Additionally, a condition change has been made to the involuntary termination procedure.			
E2007-5	2/27/07	3/1/07	15
Summary: In this filing Charter introduces new unlimited intrastate calling packages. Additionally, service charges have been reissued and changes have been made to application of rates and operator services.			

**TITLE SHEET**

**OF**

**Charter Fiberlink SC-CCO, LLC**

**12405 POWERSCOURT DRIVE  
ST. LOUIS, MISSOURI 63131**

**LOCAL EXCHANGE SERVICES TARIFF**

This tariff contains the description, regulations and rates for the furnishing of services and facilities for local exchange telecommunications services provided by Charter Fiberlink SC-CCO, LLC to customers within the State of South Carolina.

Issued By: Carrie L. Cox, Director Legal and Regulatory Affairs  
12405 Powerscourt Drive, St. Louis, MO 63131  
Charter Fiberlink SC-CCO, LLC

Issue Date: May 2, 2005

Effective Date: May 3, 2005

**Check Sheet**

The pages listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective page(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date indicated below.

Page	Revision	Page	Revision	Page	Revision
1	Original	30.3	Obsolete*	48.9	1 <sup>st</sup> Revised*
2	54 <sup>th</sup> Revised*	30.4	Obsolete*	49	13 <sup>th</sup> Revised*
3	5 <sup>th</sup> Revised*	31	Obsolete*	50	Obsolete*
3.1	1 <sup>st</sup> Revised*	31.1	Obsolete*	50.1	Obsolete*
4	1 <sup>st</sup> Revised	32	Obsolete*	51	Obsolete*
5	1 <sup>st</sup> Revised*	33	Obsolete*	52	Obsolete*
6	1 <sup>st</sup> Revised*	33.1	Obsolete*	52.1	Obsolete*
7	3 <sup>rd</sup> Revised*	33.2	Obsolete*	53	Obsolete*
8	4 <sup>th</sup> Revised*	34	Obsolete*	53.1	Obsolete*
9	2 <sup>nd</sup> Revised*	35	Obsolete*	54	Obsolete*
10	3 <sup>rd</sup> Revised	35.1	Obsolete*	54.1	Obsolete*
11	3 <sup>rd</sup> Revised	35.2	Obsolete*	54.2	Obsolete*
12	4 <sup>th</sup> Revised	36	Obsolete*	54.3	Obsolete*
13	3 <sup>rd</sup> Revised	37	Obsolete*	55	Obsolete*
14	2 <sup>nd</sup> Revised	37.1	Obsolete*	55.1	Obsolete*
15	Original	38	6 <sup>th</sup> Revised	55.1.1	Obsolete*
16	2 <sup>nd</sup> Revised*	39	6 <sup>th</sup> Revised	55.2	Obsolete*
16.1	1 <sup>st</sup> Revised*	40	4 <sup>th</sup> Revised	56	Obsolete*
16.2	1 <sup>st</sup> Revised	41	4 <sup>th</sup> Revised*	56.1	Obsolete*
17	1 <sup>st</sup> Revised	42	Obsolete*	57	Original*
18	3 <sup>rd</sup> Revised*	42.1	Obsolete*	58	Original*
19	4 <sup>th</sup> Revised*	43	Obsolete*	59	Original*
20	4 <sup>th</sup> Revised*	44	Obsolete*	60	Original*
21	1 <sup>st</sup> Revised*	44.1	Obsolete*	61	Original*
22	4 <sup>th</sup> Revised*	45	Obsolete*	61	Original*
22.1	6 <sup>th</sup> Revised*	45.1	Obsolete*	63	Original*
22.2	1 <sup>st</sup> Revised*	46	Obsolete*	64	Original*
23	5 <sup>th</sup> Revised*	46.1	Obsolete*	65	Original*
24	3 <sup>rd</sup> Revised*	46.2	Obsolete*		
25	1 <sup>st</sup> Revised*	46.3	Obsolete*		
26	1 <sup>st</sup> Revised*	47	Obsolete*		
27	3 <sup>rd</sup> Revised	47.1	Obsolete*		
28	6 <sup>th</sup> Revised*	48	Obsolete*		
28.1	Original	48.1	Obsolete*		
29	7 <sup>th</sup> Revised*	48.2	Obsolete*		
29.1	Obsolete*	48.2.1	Obsolete*		
29.2	Obsolete*	48.3	Obsolete*		
30	Obsolete*	48.4	Obsolete*		
30.1	Obsolete*	48.5	Obsolete*		
30.1.1	Obsolete*	48.6	Obsolete*		
30.1.2	Obsolete*	48.7	1 <sup>st</sup> Revised*		
30.2	Obsolete*	48.8	1 <sup>st</sup> Revised*		

\*New/Revised this filing

Issued By: Betty Sanders, Sr. Director Regulatory Affairs  
12405 Powerscourt Drive, St. Louis, MO 63131  
Charter Fiberlink SC-CCO, LLC

Issue Date: December 12, 2014

Effective Date: December 15, 2014

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## **Application of Tariff**

This tariff sets forth the service offerings, rates, terms and conditions of services applicable to furnishing local exchange telecommunications services by Charter Fiberlink SC-CCO, LLC ("Telephone Company"), a competitive facilities-based provider of telephony services, to customers within the State of South Carolina.

**(C)**

## **Explanation of Symbols**

The following symbols are used herein to identify schedule and text changes:

- (R) To signify a reduction
- (I) To signify an increase
- (C) To signify a changed regulation
- (T) To signify a change in text, but no change in rate or regulation
- (S) To signify a reissued matter
- (M) To signify relocation of text without change
- (N) To signify a new rate or regulation
- (D) To signify a discontinued rate or regulation
- (Z) To signify a correction of Text

## 1. Definitions and Terms

### Glossary of Definitions and Terms:

Account – Either a Customer's physical location or individual Service represented by a unique account number within the billing hierarchy. Multiple services each with a unique account number may be part of one physical location.

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**Application** – A request made orally or in writing for telephone service.

Authorized Account User – The person or persons authorized to make changes to a customer account including changes to toll carriers as designated by the account holder. Authorized Account Users shall be limited to two persons for any single postal address.

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**Calling Area** – A specific geographic area so designated for the purpose of applying a specified rate structure.

Carrier – The term “Carrier” means Charter Fiberlink SC-CCO, LLC or the Telephone Company.

Central Office – A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for the terminating and interconnecting customer lines and trunks or trunks only There may be more than one central office in a building or exchange.

**(D)**

Commission – Public Service Commission of South Carolina

Competitive Local Exchange Carrier (CLEC) or Alternative Local Exchange Carrier (ALEC) - Any entity or person providing local exchange services in competition with an ILEC or LEC.

Connecting Company – A corporation, association, partnership or individual owning or operating one or more exchanges and with which communications services are interchanged.

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## 1. Definitions and Terms (Cont'd)

### Glossary of Definitions and Terms: (Cont'd)

Construction Charge – A separate nonrecurring charge made for the construction of facilities in excess of those contemplated under the rates quoted in this Tariff.

Contiguous Property – The plot of ground, together with any building thereon, occupied by the customer, which is not divided by public highways or separated by property occupied by others. (T)

Contract – The agreement between a customer and the Telephone Company under which service and facilities are furnished in accordance with the applicable provisions of this Tariff. (C)

Cost – The cost of labor and materials, which includes appropriate amounts to cover the Telephone Company's general operating and administrative expenses.

Customer – The individual, partnership, association or corporation which contracts for telephone service and are responsible for the payment of charges and compliance with the general regulations of the Telephone Company's Tariff.

Customer Provided Equipment (CPE) – Devices, apparatus, and/or associated wiring provided by a customer.

Demarcation Point – That point (also referred to as Network Interface) or interconnection between the Telephone Company's facilities and the wiring at the subscriber's premise. The Demarcation Point shall consist of wire or a jack conforming to Subpart F or Part 68 of the Federal Communications Commission's Rules and Regulations. The Demarcation Point will generally be within twelve inches of the protector or, absent a protector, within twelve inches of the entry point to the customer's premises. If conforming to the twelve inches is unrealistic or technically impossible, the Demarcation Point will be the most practicable minimum point of entry to the customer's premises. The network interface may be located at a point other than the normal demarcation point where the network interface has been previously established by the presence of network equipment. With regard to premises for any structure that is built to be more mobile (e.g., mobile homes, recreational vehicles), The Telephone Company may place the Demarcation Point on a post or pole at or near the pad where such structure is intended to rest. Boat docks, marinas and similar premises may be treated by the Telephone Company as a single unit premises, with the Demarcation Point being placed on the shore or other location as deemed appropriate by the Telephone Company.

Delinquent or Delinquency – An account for which payment has not been made in full on or before the last day for timely payment. (D)

End User – The ultimate user of the telecommunications services and who orders service and is responsible for payment of charges due in compliance with the Telephone Company's price list regulations. See "Customer".

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Charter Fiberlink SC-CCO, LLC

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## 1. Definitions and Terms (Cont'd)

### Glossary of Definitions and Terms: (Cont'd)

Exchange Area – A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified area where individual telephone exchange companies hold themselves out to provide communications services.

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Facility (or Facilities) – Any item or items of communications plant or equipment used to provide or connect to the Telephone Company Services.

FCC – Federal Communications Commission

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Incumbent Local Exchange Carrier (ILEC) or Local Exchange Carrier (LEC) – Any local exchange carrier that was, as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. 69.601(b) of the FCC's regulations.

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Installation Charge – A nonrecurring charge made at the time of installation of communications service or equipment, which applies in addition to service charges and other applicable charges for service or equipment unless specifically exempted.

Interconnection – The method by which telecommunications facilities of the Telephone Company are arranged to transmit to, or receive information from, customer-provided equipment.

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International – Refers to communications between U.S. and another country.

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## 1. Definitions and Terms (Cont'd)

### Glossary of Definitions and Terms: (Cont'd)

Interstate – Refers to communications between states within the Continental U.S., unless otherwise noted.

Intrastate – Refers to communications within a single state.

Local Calling Service Area – The area throughout which communication service is rendered to a customer or users without the application of toll charges.

Local Exchange Service – Telephone communications within a local service area in accordance with the provisions of the Telephone Company's Local Exchange Tariff.

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Location – A physical premise to or from which the Telephone Company provides Service.

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Message – A completed customer call.

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New Customer – a customer who has not had service within the last sixty (60) days.

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Non-Listed Telephone Number – Telephone numbers that are not listed in the telephone directory; but are provided via Directory Assistance.

Non-Published Telephone Number – Telephone numbers that are not listed in the telephone directory or provided via Directory Assistance.

Primary IntraLATA/InterLATA Carrier (PIC) Code – A code that is assigned to an interexchange long distance carrier that identifies to whom the customer is presubscribed for intrastate and/or interstate long distance services.

Premises – The buildings, portion or portions of a building on continuous property used and/or occupied at one time by the customer as a residence. Where floor space in adjoining buildings is made continuous at one or more floor levels, all floor space in both buildings is considered as the same premises insofar as the customer who uses and occupies such continuous floor space is concerned, the two buildings otherwise being considered as separate buildings.

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## 1. Definitions and Terms (Cont'd)

### Glossary of Definitions and Terms: (Cont'd)

Service Charge – The nonrecurring charge a customer is required to pay for establishing telephone service or subsequent modification of that service.

Subscriber – The term “Customer” is synonymous with the term “subscriber”.

Supplemental Facilities or Service – Services or facilities other than primary service.

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Tariff – The schedule of Local Exchange rates and charges, rules and regulations, terms and conditions adopted and filed by the Telephone Company and approved by the Public Service Commission of South Carolina.

Telephone Company – Charter Fiberlink SC-CCO, LLC

Telecommunications Relay Service (TRS) – TRS enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate with the hearing population not using text telephone and visa versa.

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Terminal Equipment – Equipment at the terminal of a communication circuit.

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Termination Charge – A charge applied under certain conditions when service is terminated by the customer before the expiration of the minimum commitment period.

Timely Payment – A payment on a customer’s account made on or before the due date.

Underground Service Connection – A customer’s “drop” wire that is run underground from a pole line or an underground distributing cable.

## 2. Exchange Areas

The following exchanges comprise the exchanges and local calling service area of the Telephone Company

Exchange Area	Local Exchange	Exchanges in the Local Calling Area	
<b>BellSouth</b>			
Anderson	Anderson	Anderson	(N)
		Belton	
		Honea Path	
		Pelzer	
		Pendleton	
		Starr-Iva	
		Williamston	
Belton	Belton	Belton	
		Anderson	
		Honea Path	
		Pelzer	
		Williamston	(N)
Blacksburg	Blacksburg	Blacksburg	
		Grover, NC (includes lines in Antioch, SC that are part of Grover, NC)	
		Gaffney	
		Hickory Grove	
Blue Ridge	Blue Ridge	Blue Ridge	
		Greenville	
		Greer	
		Lyman	
		Travelers Rest	
Central	Central	Central	
		Clemson	
		Easley	
		Liberty	
		Pickens	
		Six Mile	
Clemson	Clemson	Clemson	
		Central	
		Pendleton	
		Seneca	
		Six Mile	
Clinton	Clinton	Clinton	
		Joanna	
		Laurens	
		Laurens Rural	
Cowpens	Cowpens	Cowpens	
		Spartanburg	
Easley	Easley	Easley	
		Central	

Issued By: Carrie L. Cox, Vice President Regulatory Affairs  
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Charter Fiberlink SC-CCO, LLC

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Exchange Area	Local Exchange	Exchanges in the Local Calling Area	
		Greenville	(M)
		Liberty	
		Pickens	
		Six Mile	
Fountain Inn	Fountain Inn	Fountain Inn	
		Greenville	
		Simpsonville	
Gaffney	Gaffney	Gaffney	
		Blacksburg	
Greenville	Greenville	Greenville	
		Blue Ridge	(M)
		Easley	
		Fountain Inn	
		Greer	
		Liberty	
		Pickens	
		Piedmont	
		Simpsonville	
		Travelers Rest	
Greer	Greer	Greer	
		Blue Ridge	
		Greenville	
		Lyman	
Honea Path	Honea Path	Honea Path	(N)
		Anderson	
		Belton	
		Due West	(N)
Joanna	Joanna	Joanna	
		Clinton	
		Laurens	
		Laurens Rural	
Jonesville	Jonesville	Jonesville	
		Pacolet	
		Union	
Lyman	Lyman	Lyman	
		Blue Ridge	
		Greer	
		Inman	
		Spartanburg	
Liberty	Liberty	Liberty	
		Central	
		Easley	
		Greenville	
		Pickens	
		Six Mile	
Pacolet	Pacolet	Pacolet	
		Jonesville	

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Charter Fiberlink SC-CCO, LLC

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**Charter Fiberlink SC-CCO, LLC**  
**Local Exchange Services Tariff**

**SC PSC TARIFF No. 3**  
4<sup>th</sup> Revised Page 12  
Replaces 3<sup>rd</sup> Revised Page 12

<b>Exchange Area</b>	<b>Local Exchange</b>	<b>Exchanges in the Local Calling Area</b>	
Pelzer	Pelzer	Spartanburg Pelzer Anderson Belton Williamston	
Pendleton	Pendleton	Pendleton Anderson Clemson	(N) (N) (N)
Pickens	Pickens	Pickens Central Easley Greenville Liberty Six Mile	
Piedmont	Piedmont	Piedmont Greenville	
Salem	Salem	Salem Seneca Walhalla Westminster	
Seneca	Seneca	Seneca Clemson Salem Walhalla Westminster	
Six Mile	Six Mile	Six Mile Central Clemson Easley Liberty Pickens	
Spartanburg	Spartanburg	Spartanburg Chesnee Cowpens Enoree Inman Lyman Pacolet Woodruff	
Travelers Rest	Travelers Rest	Travelers Rest Blue Ridge Greenville	
Union	Union	Union Jonesville Lockhart	

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**Charter Fiberlink SC-CCO, LLC  
Local Exchange Services Tariff**

**SC PSC TARIFF No. 3**  
3<sup>rd</sup> Revised Page 13  
Replaces 2<sup>nd</sup> Revised Page 13

Walhalla	Walhalla	Walhalla Salem Seneca Westminster	
Williamston	Williamston	Williamston Anderson Belton Pelzer	
Whitmire	Whitmire	Whitmire Newberry	(N) (N)
<b>Verizon South</b> Abbeville	Abbeville	Abbeville Calhoun Falls Due West Mount Carmel West Abbeville	
Laurens	Laurens	Laurens Clinton Enoree Gray Court Hickory Tavers Laurens Rural Waterloo West End	
Simpsonville	Simpsonville	Simpsonville Fountain Inn Greenville	
Woodruff	Woodruff	Woodruff Enoree Spartanburg	

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Effective Date: April 8, 2014

<b>Exchange Area</b>	<b>Local Exchange</b>	<b>Exchanges in the Local Calling Area</b>	<b>(N)</b>
<b>Windstream</b>			
Campobello	Campobello	Campobello Columbus Green Creek Inman Landrum Tryon	
Inman	Inman	Inman Campobello Landrum Lyman Spartanburg	
Landrum	Landrum	Landrum Campobello Columbus Green Creek Inman Tyron	<b>(N)</b>

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### **3. Rules and Regulations**

#### **3.1 Obligation and Liability of the Telephone Company**

##### **3.1.1 Availability of Facilities and Equipment**

The Telephone Company's obligation to furnish Services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary facilities, pole lines, circuits and equipment. Products, services, features and functions will be available in accordance with this tariff, where technically and operationally feasible.

The installation and restoration of Services shall be subject to the regulations set forth in this Tariff.

##### **3.1.2 Interruptions of Service**

In the event of an interruption to the service not due to the negligence or willful act of the customer or customer premises equipment, an allowance will be made if the interruption continues for more than twenty-four (24) hours from the time it is reported to or detected by the Telephone Company, upon customer request.

The customer is responsible for providing a suitable supply of commercial electrical power, including outlets, when and where required by the Company for the operation of any Company telecommunications equipment on the customer's premises. Failure to supply adequate commercial electrical power is considered negligence of the customer. A customer may be billed a service dispatch charge whenever a dispatch is made to correct a service interruption caused by the customer failure to pay for commercial electrical service.

In the event the Customer is affected by such interruption, not due to customer negligence, for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

##### **3.1.3 Liability**

In view of the possibility of errors and difficulties occurring in the transmission of messages by telephone, and the impossibility of fixing the cause thereof, the customer assumes all risks connected with the service except as follows:

If the initial installation is defective or if service is interrupted for more than twenty-four (24) hours otherwise than by the negligence or willful act of the customer or due to customer premises equipment, an allowance limited to the prorated portion of the monthly rate or guarantee for the service or portion thereof interrupted, shall be made after notice and demand to the Telephone Company. No allowance shall be made for interruptions due to the inside wiring or customer provided equipment.

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### **3.1.3 Liability (Cont'd)**

The Customer indemnifies and saves the Telephone Company harmless against any accident, injury or death caused through the use of apparatus which fail to meet the dielectric requirements as established by the Telephone Company when such apparatus is provided by the Customer. The Telephone Company has the right of refusing to, or ceasing to, render service to a Customer if at any time any of the telephones, appliances, lines or apparatus on the Customer's premises shall be considered unsafe by Telephone Company personnel, or if the use of the service shall be prohibited by or forbidden under any law, ordinance or regulation.

Upon the request of the Customer for trouble visit a charge will be made if trouble is found to be in customer-provided systems. The Telephone Company shall not be responsible for the installation, operation, or maintenance of any customer-provided systems. Exchange and message toll telephone services are not represented as adapted to the use of customer-provided systems where such systems are connected to the Telephone Company facilities. The responsibility of the Telephone Company shall be limited to the furnishing of facilities suitable for exchange and message toll services and to the maintenance and operation of such facilities in a manner proper for such services; subject to this responsibility the Telephone Company shall not be responsible for the through transmission of signals generated by the customer-provided systems or for the quality of, or defects in, such transmission or the reception of signals by customer-provided systems.

**(C)**

The Telephone Company shall not be responsible to the Customer or otherwise if changes in the criteria, or in any of the facilities, operations or procedures of the Telephone Company render any customer-provided facilities obsolete or require modification or alteration of such facilities or otherwise affect its use or performance. Where it is reasonably foreseeable to the Telephone Company that such changes may affect customer-provided facilities, the Telephone Company shall provide reasonable notice. The Customer also agrees to release, indemnify and hold harmless the Telephone Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion to use E911 service features and the equipment associated therewith, or by any services furnished by the Telephone Company in connection therewith, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by persons accessing 911 service thereunder, and which arises out of the negligence or other wrongful act of the Customer, its user, agencies or municipalities, or the employees or agents of any one of them.

To ensure 911 calls and emergency personnel are properly routed Telephone Company equipment must not be moved by the customer. Additionally, the Telephone Company recognizes one address for all lines on the same account and will not be responsible for multiple address location information. Therefore, the customer is responsible for directing emergency personnel to the specific location of the person in need and to any other physical location if all telephones are not located at the address on the account.

### 3.1.3 Liability (Cont'd)

Customer will indemnify, defend, and hold the Telephone Company harmless from any claims or causes of action arising from the non-implementation of Private Switch/Automatic Locations Identification (PS/ALI), the enabling of station level 911 service, and/or the failure of PS/ALI or station level 911 service if enabled.

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The Customer also agrees to release, indemnify and hold harmless the Telephone Company in using a Multimedia Terminal Adaptor (MTA) or a telephone modem that requires electrical power in the event of failure. The Telephone Company may provide battery backup for the MTA or modem to customers with the intent of providing telephone service in the event of a power outage. However, continued telephone service in the event of a power outage is not guaranteed.

Under no circumstances shall the Telephone Company or its officers, directors, employees or agents have any liability to the county, a person placing an emergency call on the system or to any other person or entity, for any loss, damage, injury or liability which they may suffer, sustain, incur or become subject to, arising out of, based upon resulting from any negligence on the part of the Telephone Company or its officers, directors, employees or agents.

Notwithstanding any other provision of any service agreement or this tariff, the telephone company's entire liability to customer, and customer's sole and exclusive remedy for any damages caused by any service defect or failure, or for other claims arising in connection with any service provided by the telephone company, shall be customer's proven direct damages not to exceed per claim (or in the aggregate during any 12-month period) an amount equal to the total net payments payable by customer for the applicable service during the three (3) months preceding the month in which the damage occurred. Under no circumstances shall the telephone company be liable to the customer for any indirect, consequential, exemplary, special, incidental or punitive damages (including, without limitation, any damages for lost business, revenue, profits or goodwill) arising in connection with any service agreement or the provision or failure of any services (including, without limitation any service implementation delays or failures). This limitation of liability shall survive failure of any exclusive remedy, and shall apply regardless of the form of action, whether in contract, tort, warranty, strict liability, misrepresentation, negligence (including without limitation, active and passive negligence) or other theory of recovery. Nothing in this section limits customer's responsibility for the payment of charges due or the telephone company's obligation to provide credits due as provided in this tariff.

### **3.1.4 Directory Errors and Omissions**

The Telephone Company's liability for damages due to errors or omissions in directory listings will be limited to a credit of one month's basic service. (C)

In the case of extra listings in the alphabetical section of the directory for which a charge is made, the Telephone Company's liability shall be limited to an amount not to exceed the established rate for such listing during the period which the error or omission continues.

The customer indemnifies and holds the Telephone Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the listing which the customer has requested be omitted from the telephone directory or the disclosing of such a listing to any person. (C)

Each customer shall be entitled, without charge, to a directory for each area within the Telephone Company service areas within the State of South Carolina.

### **3.1.5 Transmitting Message**

The Telephone Company does not transmit messages but offers the use of its facilities for communications between patrons. If because of transmission difficulties the operator, in order to accommodate the customer, repeats messages, the operator is deemed to be acting as the agent of the persons involved and no liability shall be attach to the Telephone Company because of any errors made by the operator or misunderstandings that may arise between customers because of such errors

### **3.1.6 Use of Connecting Telephone Company Lines**

When suitable arrangements can be made, lines or other telephone companies may be used in establishing wire connections to points not reached by this Telephone Company's lines. In establishing connections with the lines of other companies, the Telephone Company is not responsible or liable for any action of the Connecting Company. Connection of the Telephone Company's lines to the lines of another telephone company shall be the sole discretion of the Telephone Company.

### **3.1.7 Defacement of Premises**

The Telephone Company shall exercise due care in connection with all work done on customer's premises. No liability shall attach to the Telephone Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Telephone Company's facilities and associated wiring on such premises, or by the installation or removal thereof, unless such defacement or damage is the direct result of the sole negligence of the Telephone Company. The customer sole remedy for such damage shall be repair of such damage.



### 3. Rules and Regulations

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#### 3.2 Practices and Procedures – Residential Service

##### 3.2.1 Rights of the Telephone Company in Furnishing Service

###### Ownership and Use of Services

Facilities furnished by the Telephone Company to provide transmission Service on the premises of a Customer (except for inside wiring and inside jacks) are the property of the Telephone Company. Telephone numbers assigned to the Customer by the Telephone Company are portable and transferable with the Customer. The agents and employees of the Telephone Company shall have the right to enter said premises at any reasonable hour for the purpose of installing, inspecting, maintaining or repairing the equipment, instruments and lines, or upon termination of the Service, for the purpose of removing such equipment, instruments and lines.

If the installation and maintenance of Service are requested at locations which are or may become hazardous or dangerous to the Telephone Company's employees or the public or property, the Telephone Company may refuse to install and maintain such Service, and, if such Service is furnished may require the Customer to install and maintain such Services and may also require the Customer to indemnify and hold the Telephone Company harmless from any claims, loss or damage by reason of the installation and maintenance of such Service.

###### Service Use by Customer

The Service is furnished only for use by the Customer, the Customer's family or persons residing in the Customer's household, except as the use of the Service may be extended to persons temporarily subleasing a Customer's residential premises. Use of the Services and all charges incurred therein shall be the sole responsibility of the Customer.

The Company may assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest. The Customer may not transfer or assign his or her rights or obligations associated with the Services hereunder without the Company's prior written consent.

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Charter Fiberlink SC-CCO, LLC

### 3. Rules and Regulations (Cont'd)

#### 3.2.2 Establishment and Provision of Service

Applications for initial or additional Services may be made to Telephone Company in writing. During the application process, the Telephone Company may check commercial credit services or past telephone account information in order to establish a credit risk assessment and/or use in establishing any advanced payment amount that may be required.

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Any change in rates or regulations prescribed by public authority having applicable jurisdiction, modifies all terms and regulations of the Services to the extent of such changes.

The Telephone Company reserves the right to refuse service to any applicant who is found to be indebted to the Telephone Company or its affiliates for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Telephone Company may also refuse to furnish service to any applicant desiring to establish service for former Customers of the Telephone Company or its affiliates who are indebted for previous service, regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness.

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#### 3.2.3 Directory Listing Service

The rates and regulations for directory listings in this tariff apply only to the alphabetical directory containing the regular alphabetical list of names of Customers. These regulations also apply to Yellow Page listings for business customers.

The alphabetical list of names of Customers is for the purpose of informing interested parties of the telephone numbers of Customers and those entitled to use Customers' Service, and special position or arrangement of names is not contemplated.

The Telephone Company limits the length of any listing in the directory by the use of abbreviations when, in the opinion of the Telephone Company, the clearness of the listing or the identification of the Customer is not impaired thereby.

Listings shall conform to the incumbent telephone company's practices with respect to its directories.

Listings are regularly provided in connection with all classes of Exchange Service, unless the Customer subscribes to Non-Listed, Non-Published or Private Number Service. Ordinarily, listings are automatically included in the directory. A listing, however, may be omitted upon request of a Customer when, in the judgment of the Telephone Company, the omission of the listing is warranted by the circumstances of the particular case.

The Telephone Company will furnish upon request the name and address of the Customer when used to provide recorded announcements under the provisions of this Tariff.

One listing included with each subscriber's primary line service, termed the Primary Listing, is provided in accordance with the incumbent telephone company's directory practices.

### 3. Rules and Regulations (Cont'd)

(N)

At the request of the Customer, the primary listing may be omitted from the directory and the directory assistance service records as a private telephone number. Private Number Service is furnished subject to the regulations and rates specified in this Tariff. The omission of the primary listing in the directory at the Customer's request does not entitle the Customer to an additional listing without charge in connection with other Services for which the Customer may be subscribing.

#### 3.2.4 Priority of Service

In case of a shortage of facilities exists at any time, either for temporary or protracted periods, the establishment of network transmission service takes precedence in the furnishing of any service or facility.

#### 3.2.5 Customer Premise Equipment (CPE)

Customer Premises Equipment ("CPE") is all terminal equipment normally used on the Customer's premises and owned by the Customer; owned by the Telephone Company or some other supplier and leased to the Customer; including the terminal equipment located or held in inventory on the Customer's premises.

The Telephone Company shall allow Customers to secure the provision, repair, and maintenance of CPE from any supplier, provided that such equipment shall be in compliance with applicable registration standards promulgated by the Federal Communications Commission and the Telephone Company's network.

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#### 3.2.6 Initial Contract Periods

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- A. Unless otherwise specified herein or elsewhere in the Telephone Company's Local Exchange Tariff, the initial (or minimum) period for service is one (1) month from the date service is established and the minimum charge is the established rate for one (1) month.

### 3. Rules and Regulations (Cont'd)

(N)

#### 3.2.6 Initial Contract Periods (Cont'd)

(N)

- B. The length of period for directory listings where the listings have been published is the directory period. The directory period is from the day on which the directory is first distributed to the Customers to the day the succeeding directory is first distributed to Customers.
- C. The Telephone Company may require a Service period longer than one (1) month at the same location in connection with (nonstandard) types or arrangements of facilities, or for unusual construction, necessary to meet special demands, and involving extra costs.

#### 3.2.7 Reserved for Future Use

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### 3. Rules and Regulations (Cont'd)

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#### 3.2.8 Suspension or Termination of Service

##### Voluntary Suspension

Service may be terminated upon notice being given to the Telephone Company, and upon payment of all charges due for service that has been furnished.

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### **Involuntary Termination**

Service may be terminated for non-payment of a bill, provided that the Telephone Company has made a reasonable attempt to effect collection and has given the customer written notice to make settlement on his account or have his service disconnected. The Telephone Company will provide written notification fifteen (15) days prior to disconnection and make calls to the customer ten (10) days and twenty-four (24) hours prior to disconnection of service. Service can be terminated only on Monday through Thursday between the hours of 8:00 a.m. and 4:00 p.m. EST, unless provisions have been made to accept payment and reconnect service.

Service may be refused or discontinued for any of the reasons listed below. Unless noted, the customer will be allowed a reasonable time to comply to avoid discontinuance of service:

- A. Without notice, in the event of a condition determined by the Telephone Company to be hazardous or dangerous;
- B. Without notice, in the event of customer use of equipment in such a manner as to adversely affect the Telephone Company's service to other customers;
- C. Without notice, in the event of unauthorized use of telephone service;
- D. Customer tampering with equipment furnished and owned by the Telephone Company;
- E. Failure of the customer to permit the Telephone Company reasonable access to its equipment;
- F. Failure of the customer to furnish permits, certificates, and/or right-of-ways, as necessary to obtain service, or in the event such permissions are withdrawn or terminated.
- G. Failure of the customer to provide a deposit/advance payment to the Telephone Company, if required;
- H. Where there is probable cause to believe that there is illegal or willful misuse of the Telephone Company's service including but not limited to; the subscriber use or allowance of use of abusive, obscene, profane, lewd, lascivious or suggestive language or material otherwise not protected by law; subscriber use with intent to terrify, intimidate, threaten, harass, annoy, or offend another telephone user (including Telephone Company employees); or subscriber use to impersonate or permit others to impersonate any other individual.
- I. The Telephone Company may refuse to furnish Service and may also disconnect existing service for a Customer who demonstrates fraudulent means of obtaining, or attempting, to obtain, or assisting another to obtain, service by any trick, scheme, false representation, false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the charge for such service.
- J. The Telephone Company is not required to furnish its service or to continue its service; to any applicant who, at the time of application, is indebted under an undisputed bill to the Telephone Company for telephone service previously furnished to such applicant or any other member of the applicant's household. The Telephone Company may not consider any indebtedness which was incurred by the applicant or any member of his household more than six years prior to the time of application.

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(T)

**Involuntary Termination (Cont'd)**

- K. For violation or and/or non-compliance with the South Carolina Public Utilities Commission's Orders or regulations governing service supplied by the Telephone Company; (T)
- L. Failure of a Customer to cooperate with the Telephone Company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute a waiver of the Customer's right to continuance of service; (T)
- M. Failure of the Customer to fulfill his contractual obligations for service and/or facilities subject to regulation by the Public Service Commission of South Carolina. (T)

**Insufficient Reasons for Denying Service**

The Telephone Company shall not deny service for the following reasons:

### 3. Rules and Regulations (Cont'd)

(N)

- A. Non-payment for services by a previous occupant of the same premises to be service, unless such previous occupant shall benefit from such new service or unless the new occupant benefited from such old service;
- B. Failure to pay for non-communications service provided by the utility, including, but not limited to any non-regulated telecommunications equipment or service furnished by the Telephone Company;
- C. Failure to pay for merchandise purchased from the Telephone Company;
- D. Failure to pay for business services at a different location and a different telephone number shall not constitute sufficient cause for refusal of residential service or vice versa.

#### 3.2.9 Complaints

The Telephone Company will investigate customer complaints promptly and thoroughly in accordance with the rules established by the Public Service Commission of South Carolina. Customers can file unresolved complaints with the following:

Office of Regulatory Staff  
Consumer Services Department  
P.O. Box 11263  
Columbia, SC 29201  
Telephone Number: (803) 737-5230  
Toll Free Number: 1-800-922-1531  
Fax Number: (803) 737-4750

Telephone Company Contact: [PriorityEscalationTeam@chartercom.com](mailto:PriorityEscalationTeam@chartercom.com)  
US Mail: Executive Escalation Manager  
2 Digital Place  
Simpsonville, SC 29681  
888 GET CHARTER (888 438-2427)

(C)

(C)

#### 3.2.10 Marketing Practices

As a telephone utility under the regulation of the Public Service Commission of South Carolina, the Telephone Company does hereby assert and affirm that as a provider of intrastate telecommunications service, the Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and the Telephone Company will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. The Company understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of its certification to complete intrastate telecommunications traffic with the State of South Carolina.



### 3. Rules and Regulations (Cont'd)

(N)

#### 3.2.11 Payment for Facilities and Services

The customer is held responsible for all charges for Services rendered and furnished to the Customer.

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Any Customer subscribing to services under this tariff is responsible for all collections costs, including but not limited to attorney's fees, incurred by the Company in recovering any amounts due by the Customer. In the event of the Customer's bankruptcy, the Company may assert its claim for collections costs and attorneys' fees under this tariff as a claim against the Customer's bankruptcy estate.

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#### 3.2.12 Construction, Installation and Maintenance Charges

Construction performed under this Section shall be at the sole discretion of the Telephone Company.

Special charges in the form of installation charges, monthly charges, or both are applied in addition to the usual service charges and monthly rates, when, because of the sporadic or occasional nature of the service or an unusual investment or expense, the revenue does not reasonably compensate the Telephone Company, for example:

- A. The facilities are not presently available, and there is no other requirement for the facilities so constructed.
- B. The facilities are provided in remote or undeveloped sections or if the facilities are provided on a temporary basis.
- C. The facilities are of a type other than that which the Telephone Company would normally utilize in the furnishing of its services.
- D. The facilities would be deployed over a route other than that which the Telephone Company would normally utilize in the furnishing of its services.
- E. The facilities would be constructed on an expedited basis.
- F. The facilities would be in a quantity greater than that which the Telephone Company would normally construct.
- G. The facilities would be constructed on a temporary basis until permanent facilities are available.
- H. The facilities would be constructed in advance of Telephone Company's normal construction.
- I. The conditions require the provision of special facilities or unusual methods of plant construction, installation, or maintenance.
- J. The Customer's location requires the use of costly private right-of-way.

Title to all construction, provided wholly or partly at a Customer's expense, is vested in the Telephone Company.

### **3. Rules and Regulations (Cont'd)**

**(N)**

Construction charges will include materials, contract services, and loaded labor. The Customer is required to bear unusual maintenance costs for special construction.

Overhead loading of labor is calculated with a composite allocation factor that is based on plant, construction, and engineering personnel salaries and expenses; supervision, pension expense, insurance, unemployment and social security taxes. This factor is developed annually by determining the relationship of the above expenses to the total payroll base. It is applied to expenses for construction, removals, plant and central office maintenance.

The Telephone Company will provide an estimate of actual charge to the Customer prior to the start of construction.

When attachments are made to poles or other companies, in lieu of providing construction for which the Customer would be charged under the provisions hereof, the cost to the Telephone Company for such attachments are borne by the Customer.

The Customer is required to pay construction charges as made by another company providing facilities connecting with the facilities of the Telephone Company.

Construction charges will not apply to the Customer's station installation that includes the aerial drop that extends from the last pole to the demarcation point. Refer to Glossary of Definitions and Terms for explanation and examples of the term "Demarcation Point."

Installation of facilities within subdivisions shall be underground where underground treatment is the usual form of installation.

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**(D)**

### 3. Rules and Regulations (Cont'd)

(N)

(D)

(D)

#### Special Type of Construction

When underground service connections are desired by Customers as initial installation in places where aerial drop wires would ordinarily be used to reach the Customer's premises, or when aerial facilities are used to provide service to a customer and subsequently the Customer desires that such facilities be placed underground, the following regulations apply:

- A. Where cable is laid in conduit, the underground conduit shall be constructed and maintained by or at the expense of the Customer and in addition, the Customer shall pay the cost of the underground cable, including the cost of installing, less the estimated cost to the Telephone Company of installing such aerial facilities as would be (or are) required to furnish the same service. The underground conduit shall be constructed in accordance with plans and specifications furnished by the Telephone Company.
- B. The duct or ducts required in the underground conduit by the Telephone Company to furnish service shall be reserved for its exclusive use.
- C. Where conductors are laid in a trench, the trench shall be constructed and backfilled by or at the expense of the Customer. In addition, the Customer shall pay the cost of the conductors,

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### Special Type of Construction (cont'd)

- including the cost of installing, less the estimated cost to the Telephone Company of installing such aerial facilities as would be (or is) required to furnish the same service.
- D. Cable or wire installed in conduit will be maintained and replaced at the expense of the Telephone Company where the conduit has been inspected in place by the Telephone Company and approved, but repairs or replacements of cable or wire in conduit not so inspected and approved, or repairs or replacements of cable or wire in conduit or trench made necessary by damages caused by the Customer or his representative will be made only at the Customer's expense.
  - E. Where facilities are changed from aerial to underground, in addition to the above, the Customer is charged the cost of dismantling and removing the aerial facilities.

### 3.2.13 911 Emergency Services

Telephone Company will supply the 911/E-911 service provider in the Telephone Company's service area with accurate information necessary to update the 911/E-911 database at the time Telephone Company accepts Customer orders.

Database records provide customer-specific information that includes the customer name and service address. This information is made available to emergency service providers in the event that a call is placed to 911 from the end user's telephone.

If Customer requires location-specific Automatic Location Information (such as floor and room number within a building) delivery to the Public Safety Answering Point, or otherwise desires E-911 service to be provided for multiple user configurations, Customer must implement Private Switch/Automatic Locations Identification (PS/ALI). Customer must obtain the software and support that enable PS/ALI from a third-party provider.

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(N)

Telephone Company will bill the customer a monthly 911 surcharge, per voice grade equivalent line in order to fund the E-911 system. Funds collected will be remitted to the specific local government.

### **3.2.14 Enhanced Directory Assistance**

The Telephone Company shall list its customers with the directory assistance operators to provide the requested telephone numbers of all customers, except telephone numbers unlisted at the customer's request.

In the event of an error in the listed numbers of any customer, the Telephone Company shall intercept all calls to the listed number for a reasonable period of time provided existing telephone equipment will permit and the number is not in service. In such event of an error or omission in the name listing of a customer number such customer's correct name and telephone number shall be filed with directory assistance operators. The correct number shall be furnished to the calling party either upon request or interception.

Whenever any customer's telephone number is changed after a directory is published, the utility shall intercept all calls to the former number for a reasonable period of time and give the calling party the new number provided existing telephone equipment will permit and the customer so desires.

Call completion of a requested directory assistance listed number may be provided to a customer as part of this service. A service message will inform the Customer that he may be connected to the number automatically. The use of call completion to complete a long distance call may incur charges at the current Charter long distance rate. Call completion service is furnished over the Telephone Company's network, where facilities are technically and operationally available.

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Enhanced Directory Assistance is available by dialing 411 or 1-area code-555-1212. Enhanced Directory Assistance provides requested telephone numbers along with features such as movie times, weather conditions and forecasts, highway traffic conditions, stock quotes and preferred restaurant listings. Additionally, a reverse directory assistance look up service provides the customer pertinent information such as name, address or zip code information for a phone number the caller already has. The Enhanced Directory Assistance service has a maximum of two requested telephone numbers per call.

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**3.2.15 711 Access for Telecommunications Relay Service**

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Telecommunications Relay Service (TRS) enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate with the hearing population not using TT. It also allows the hearing population not using a TT to communicate with deaf, hard-of-hearing or speech-impaired persons who do use a TT. A Customer will be able to access the state provider to complete such calls by either dialing the applicable telephone number directly or by dialing the number 711.

The Telephone Company will bill the customer a monthly charge on all residential local exchange lines as necessary to fund the establishment and operation of a dual party relay system and a distribution system of TTY's and other related telecommunications devices in South Carolina.

**3.2.16 Reserved for Future Use**

**(M)**

#### **4. Reserved for Future Use**

Information previously contained on pages 29.1-37.1 has been removed from the Local Exchange Tariff PSC No. 3 as these services are provided by Charter Advanced Services (SC), LLC effective March 1, 2013. Please refer to Residential Services Voice Price Guide found at [www.charter.com](http://www.charter.com) then Terms of Service/Policies under Residential Services Terms and Conditions for a listing of services. The pages listed below are for historical reference.

Original Page 29.1  
Original Page 29.2  
12<sup>th</sup> Revised Page 30  
3<sup>rd</sup> Revised Page 30.1  
4<sup>th</sup> Revised Page 30.1.1  
4<sup>th</sup> Revised Page 30.1.2  
4<sup>th</sup> Revised Page 30.2  
2<sup>nd</sup> Revised Page 30.3  
3<sup>rd</sup> Revised Page 30.4  
8<sup>th</sup> Revised Page 31  
1<sup>st</sup> Revised Page 31.1  
5<sup>th</sup> Revised Page 32  
17<sup>th</sup> Revised Page 33  
9<sup>th</sup> Revised Page 33.1  
Original Page 33.2  
13<sup>th</sup> Revised Page 34  
4<sup>th</sup> Revised Page 35  
7<sup>th</sup> Revised Page 35.1  
1<sup>st</sup> Revised Page 35.2  
3<sup>rd</sup> Revised Page 36  
4<sup>th</sup> Revised Page 37  
2<sup>nd</sup> Revised Page 37.1

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## **5. Business Services**

### **5.1. Rules and Regulations**

The regulations specified herein are in addition to the rules contained throughout this Tariff and other tariffs of the Telephone Company. Failure on the part of customers to observe these rules and regulations of the Telephone Company automatically gives the Telephone Company the right to cancel the contract and discontinue the furnishing of service.

The Telephone Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

Products and Services are available as stated herein, where technically feasible. The quantity of business lines, per customer location, is dependent on the technical feasibility at that specific location. Additional construction and facilities may be required at the customer's expense. The customer must pay for any special construction prior to the activation of service and/or cancellation of contract. All charges are due and payable upon receipt of the bill.

Customer agrees to pay any sales, use, property, excise or other taxes, franchise fees, and governmental charges (excluding income taxes), including, without limitation, applicable state property taxes. A copy of the Customer's tax exemption document, if applicable, must be provided to Charter to certify tax-exempt status. Tax-exempt status shall not relieve Customer of its obligation to pay any applicable franchise fees or federal and state surcharges.

**(C)**

The Customer is responsible for any fraudulent or misuse of service that occurs through Customer's account whether by a member of Customer's business or an authorized or unauthorized third-party. Misuse of service could include PBX Hacking, modem hijacking, excessive usage of international calling, and 411 directory assistance calls and other per-use charges. The Customer is responsible for payment of the fraudulent calls, whether originated from the customer's premises or from remote locations.

Customers who purchase only Charter Business local exchange and long distance services and do not purchase any other Charter Business services, including affiliate services, will be required to sign up for automatic payment prior to installation of local and long distance services. The customer must maintain a valid account with automatic payment for not less than six (6) months from the date the Business Telephone Service is installed or be subject to disconnection.

### **5.2. Rights of the Telephone Company**

No express or implied waiver by the Telephone Company of any event of default shall in any way be a waiver of any further subsequent event of default. Nothing herein, including, but, not limited to Termination, shall relieve the Customers of its obligation to pay the Telephone Company all amounts due.

The Customer shall be in default in the event that the Customer does one (1) or more of the following (each individually to be considered a separate event of default) and the Customers fails to correct each noncompliance within twenty (20) days of receipt of written notice in cases involving non-payment or within thirty (30) days of receipt of written notice in cases involving any other noncompliance:



## 5.2. Rights of the Telephone Company (Cont'd)

1. Customer is more than thirty (30) days past due with respect to any payment;
2. Customer has failed to comply with the terms of this tariff or contract;
3. Customer files or initiates proceeding or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law and such proceedings are not dismissed within sixty (60) days.

In the event Customer is in default, the Telephone Company shall have at its discretion, and in addition to any other remedies it may have herein, to:

1. Suspend Services to the Customer immediately until such time the noncompliance has been corrected with affecting Customer's on-going obligation to pay the Telephone Company any amounts due (i.e. monthly charges) as if such suspension of Services had not taken place;
2. Termination of Services; or
3. After the occurrence of two (2) such events of Customer default in any twelve (12) month period of time, terminate contractual agreement and/or all of the applicable service orders

If termination is due to noncompliance by the Customer, Customer may be assessed a Termination Charge. The Termination Charge shall be equal to fifty percent

If termination is due to noncompliance by the Customer, Customer may be assessed a Termination Charge. The Termination Charge shall be equal to fifty percent (50%) of the unpaid balance of the Monthly Service charges that would have been due throughout the remainder of the applicable service period plus one hundred percent (100%) of (a) the outstanding balance of any and all one-time charges and (b) any and all previously waived one-time charges.

Customer shall not use or permit any third party to use the Services in any manner that violates applicable law or causes the Telephone Company to violate applicable law.

Customer represents to the Telephone Company that the Customer has the authority to execute, deliver and carry out the terms of this Tariff and/or individual contract for such telephone services. It is the responsibility of the Customer to ensure that any person who accesses any telephone service through the Customer's equipment or through the Telephone Company's facilities on the Customer's premises will be an authorized user.

The Customer may not assign or transfer (directly or indirectly by any means, his or her individual contract or services to any other entity without first obtaining written consent from the Telephone Company. Contracts may not be amended, supplemented or changed without the written consent of the Customer and the Telephone Company.

The Company may assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest.

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Charter may perform an installation review of each service location prior to the installation of services at each service location. At its own expense, the Customer shall be responsible for all site preparation activities necessary for delivery and installation of the equipment and the installation and ongoing provision of Services. All equipment and materials installed or provided by the Telephone Company shall remain the property of the Telephone Company.

Customer is required to provide commercial electrical power or other utility service for the proper function of telephone services.

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12405 Powerscourt Drive, St. Louis, MO 63131  
Charter Fiberlink SC-CCO, LLC

Issue Date: March 22, 2013

Effective Date: March 25, 2013

### 5.3. Rights of Customer

Customers may cancel without termination fees or penalties any new tariffed service or any new contract for service within thirty (30) days after the new service is initiated. This does not relieve the customer from payment for per use and normal recurring charges applicable to the service incurred before canceling, or for the reasonable cost of work done on the customer's premises (such as wiring or equipment installation) before the customer canceled.

The Telephone Company shall be in default if one (1) or more of the following Occur and the Telephone Company fails to remedy each noncompliance or Occurrence within thirty (30) days of receipt of written notice from Customer:

1. The Telephone Company fails to comply with the terms of this Tariff or individual contract and/or any or all of the applicable service orders;
2. The Telephone Company files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief,
3. or proceedings not dismissed within sixty (60) days.

If termination is due to noncompliance by the Telephone Company, the Telephone Company shall reimburse the Customer for any pre-paid, unused monthly service charges attributed to such terminated service. In addition, if termination is due to noncompliance by the Telephone Company within one (1) year of the applicable turn-up (installation) date, the Telephone Company shall pay a termination charge, charges equal to a portion of any one time charge has been paid by the Customer to the Telephone Company relative to the services covered by the terminated service order and/or individual contract.

#### Money Back Guarantee

Upon customer dissatisfaction and disconnection of service, and at the customer's request, the Telephone Company will provide a refund/credit for any initial standard installation charge and one monthly recurring charge, applicable to Charter Business telephone services, under the following conditions:

1. New Charter Business telephone customers qualify to have all levels of telephone services refunded for one month's charges.
2. Current Charter Business telephone customers adding a new level/upgrade of service qualify to receive a credit for one month's charges on the newly added services only.
3. Voice Trunk, Bulk Accounts, Multi-Dwelling Unit Accounts and National Accounts are not eligible for this offer.
4. The maximum refund allowable is \$500 per account.

This refund/credit is valid for customers who pay the first month's charges for the new or upgraded service and is limited to one refund/credit per customer account. The customer must disconnect the service and request a refund/credit within 45 days of service installation.

Taxes, surcharges, and any other fees or charges that may apply will not be credited or refunded. This guarantee does not apply to per unit long distance charges (domestic or international) incurred beyond that provided for in the monthly recurring charge. Services purchased on a pay per use basis (i.e. Directory Assistance, Operator Services, etc.) are not eligible for this program.

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Charter Fiberlink SC-CCO, LLC

Issue Date: October 4, 2010

Effective Date: October 5, 2010

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**Charter Fiberlink SC-CCO, LLC  
Local Exchange Services Tariff**

**SC PSC Tariff No. 3**  
4<sup>th</sup> Revised Page 41  
Replaces 3<sup>rd</sup> Revised Page 41

Information previously contained on pages 46-59.1 has been detariffed and removed from the Local Exchange Tariff PSC No. 1. These services are provided by Charter Advanced Services (SC), LLC. Please refer to Charter Business Voice Price Guide found at [www.charter.com](http://www.charter.com) then Terms of Service/Policies under Charter Tariffs for a listing of services. The pages listed below are for historical reference.

6<sup>th</sup> Revised Page 42  
3<sup>rd</sup> Revised Page 42.1  
3<sup>rd</sup> Revised Page 43  
4<sup>th</sup> Revised Page 44  
1<sup>st</sup> Revised Page 44.1  
2<sup>nd</sup> Revised Page 45  
1<sup>st</sup> Revised Page 45.1  
9<sup>th</sup> Revised Page 46  
3<sup>rd</sup> Revised Page 46.1  
2<sup>nd</sup> Revised Page 46.2  
Original Page 46.3  
4<sup>th</sup> Revised Page 47  
2<sup>nd</sup> Revised Page 47.1  
2<sup>nd</sup> Revised Page 48  
5<sup>th</sup> Revised Page 48.1  
7<sup>th</sup> Revised Page 48.2  
1<sup>st</sup> Revised Page 48.2.1  
3<sup>rd</sup> Revised Page 48.3  
4<sup>th</sup> Revised Page 48.4  
1<sup>st</sup> Revised Page 48.5  
1<sup>st</sup> Revised Page 48.6

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Charter Fiberlink SC-CCO, LLC

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Effective Date: December 15, 2014

## 5. Business Service

### 5.8 Private Line Services

The following services are offered where technically and operationally feasible.

#### A. Charter Business<sup>®</sup> Optical Ethernet Services

##### 1. General

Charter Business<sup>®</sup> Optical Ethernet Services provide transparent optical network connectivity of point-to-point, point-to-multipoint or multi-point to multi-point configurations. The typical topology for Optical Ethernet is a standard fiber build using shared backbone bandwidth. A premium is charged for redundant/diverse access and dedicated backbone bandwidth. Charter Business<sup>®</sup> Optical Ethernet Services are certified using technical specifications and testing approved by the Metro Ethernet Forum (MEF). The service has an expectation of low Frame Delay, Frame Delay Variation and Frame Loss Ratio.

##### 2. Optical Ethernet Service Types and Descriptions

###### a. E-Line Services (point-to-point)

Ethernet Private Line (EPL) provides a point-to-point Ethernet transport solution. EPL does not allow for service multiplexing. (C)

Ethernet Virtual Private Line (EVPL) – EVPL provides a point-to-point. Ethernet transport solution that allows for service multiplexing (more than one Ethernet Virtual Circuit can be supported at the UNI). The service type supports speed of 10 Mbps to 1 Gbps. Multiple EVPLs can be supported per UNI, therefore, total UNI bandwidth up to 10 Gbps is supported. (C)  
|  
(C)

###### b. E-LAN Services (Multi-point to multi-point)

Ethernet Private Local Area Network (EP-LAN) – E-LAN provides a private metro “LAN” Ethernet network, providing the ability to share bandwidth between multiple Ethernet locations. The service connects a dedicated channel of bandwidth to a single customer that is shared among the customer’s locations. These locations may exchange traffic via the shared connection as required. For example, any port could send information to any other port (any-to-any) or multiple ports could send all of their traffic to a single port. EP-LAN does not allow for service multiplexing. The service type supports speed of 10 Mbps to 1 Gbps. (C)  
(C)

###### c. Class of Service (CoS)

Class of Service may apply to each Optical Ethernet service configuration (EPL, EPLAN, EVPL) with CoS performance represented in the customer Service Level Agreement (SLA). CoSs offered: Premier CoS - Highest priority, Express CoS - Intermediate priority and Standard CoS - Lowest priority. (C)  
|  
(C)

These services meet the Metro Ethernet Forum (MEF) specification for an E-LAN service and is MEF 9 and MEF 14 certified.

## 5. Local Exchange Business Services (Cont'd)

### 5.8 Private Line Services (Cont'd)

#### A. Charter Business<sup>®</sup> Optical Ethernet Services (Cont'd)

##### 2. Optical Ethernet Service Types and Descriptions (Cont'd)

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#### B. Charter Business<sup>®</sup> Ethernet

Charter Business Ethernet provides transparent network connectivity of point-to-point, point-to-multipoint or multi-point to multi-point configurations via the Company's hybrid fiber-coax (HFC) network which may provide an HFC only private network solution or may be intermixed with Optical Ethernet endpoints.

#### C. Charter Business<sup>®</sup> Optical Transport Service

A secure private connection delivers high-quality fiber-optic service between two or more sites. A private connection delivers transmission speeds ranging from TDM (DS1, DS3) to high-end SONET (OC3, OC12, OC48), and wavelength services.

#### D. Charter Business<sup>®</sup> Optical Layer 3 VPN

Optical Layer 3 VPN service provides private IP connectivity between two or more sites within a metropolitan or regional area. The service offers data rates ranging from 10 Mbps to 10 Gbps

## 5. Local Exchange Business Services (Cont'd)

### 5.8 Private Line Services (Cont'd)

#### E. Rates and Charges

	<u>Monthly</u>	<u>Non-Recurring</u>	
<b>Charter Business® Optical Ethernet Services</b> (Rates and Charges are arranged on Individual Customer Basis)			
Ethernet Private Line (EPL)	ICB	ICB	
Ethernet Virtual Private Line (EVPL)	ICB	ICB	
Ethernet Local Area Network (EP-LAN)	ICB	ICB	
Class of Service	ICB	ICB	(C)
<b>Charter Business® Ethernet Service</b> (Rates and Charges arranged on Individual Customer Basis)	ICB	ICB	
<b>Charter Business® Optical Transport Service</b> (Rates and Charges are arranged on Individual Customer Basis)	ICB	ICB	
<b>Charter Business® Optical Layer 3 VPN Services</b> (Rates and Charges are arranged on Individual Customer Basis)	ICB	ICB	

**Charter Fiberlink SC-CCO, LLC  
Local Exchange Services Tariff**

**SC PSC TARIFF No. 3**  
13<sup>th</sup> Revised Page 49  
Replaces 12<sup>th</sup> Revised Page 49

Information previously contained on pages 50 - 56.1 has been removed from the Local Exchange Tariff PSC No. 3 as these services are provided by Charter Advanced Services (SC), LLC effective March 1, 2013. The pages listed below are for historical reference.

20<sup>th</sup> Revised Page 50  
3<sup>rd</sup> Revised Page 50.1  
5<sup>th</sup> Revised Page 51  
8<sup>th</sup> Revised Page 52  
1<sup>st</sup> Revised Page 52.1  
14<sup>th</sup> Revised Page 53  
7<sup>th</sup> Revised Page 53.1  
2<sup>nd</sup> Revised Page 54  
5<sup>th</sup> Revised Page 54.1  
2<sup>nd</sup> Revised Page 54.2  
Original Page 54.3  
3<sup>rd</sup> Revised Page 55  
3<sup>rd</sup> Revised Page 55.1  
Original Page 55.1.1  
1<sup>st</sup> Revised Page 55.2  
2<sup>nd</sup> Revised Page 56  
Original Page 56.1

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Charter Fiberlink SC-CCO, LLC

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## 5. Local Exchange Business Services (Cont'd)

(N)

### 5.9 Local Interconnection Service

#### 5.9.1 General

- A. Subject to the terms set forth following, the purpose of this Tariff is to provide an overview of Local Interconnection Service ("LIS") and the terms and conditions under which LIS is offered.
- B. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company's service area(s). To limit the real potential for stranded investment, recurring and nonrecurring Costs will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for Service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.
- C. Upon receipt of a bona fide request for LIS from a Customer, Company will negotiate in good faith with the Customer to enter into an agreement that effectuates the terms and conditions set forth in this Tariff.
- D. LIS is available to Customers for resale to retail Subscribers.
- E. The Customer must comply with all applicable FCC regulations governing the provision of interconnected Voice over Internet Protocol ("VoIP") service. In addition, it is the Customer's sole responsibility to comply with all applicable laws and regulatory requirements.
- F. LIS does not support "nomadic" VoIP services. As provided elsewhere in this Tariff, the Customer must provide its services to Subscribers at a fixed service address.
- G. The terms and conditions set forth in this LIS Tariff are in addition to the terms and conditions found in Section preceding, of this Tariff.

#### 5.9.2 Definitions

For purposes of this Section, the following defined terms shall have the meaning indicated:

- A. "Company" means Charter Fiberlink SC-CCO, LLC
- B. "Customer" means the provider of retail interconnected VoIP services, as defined in 47 C.F.R. § 9.3, that purchases LIS from the Company in order to serve its own customers, which are the Subscribers to the interconnected VoIP service provided by the Customer.
- C. "Subscriber" means the interconnected VoIP end-user customer of the Customer.

(N)



## 5. Local Exchange Business Services (Cont'd)

(N)

### 5.9. Local Interconnection Service

#### 5.9.3 Description of Service

- A. LIS provides a connection between a Customer's broadband facilities and the public switched telephone network, and related Services described herein. In order to make use of the Company's LIS, Customer's broadband facilities must consist of an IP-based, broadband connecting Facility between the Customer and the Premises of each Subscriber that has the ability to use a Cable Modem Termination System (CMTS) employing the Network-based Call Signaling specified by Cable Television Laboratories, Inc.(CableLabs®), a soft switch, a media gateway, and appropriate Customer Premises Equipment. LIS does not support Customers providing services to Subscribers that operate using a different format than provided by the Company.
- B. The IP-based, broadband connecting Facility between Customer and Subscribers, the CMTS, the soft switch, the connecting Facilities to the Company's media gateway, and all Customer Premises Equipment must be provided by the Customer or its Subscribers and is not included as part of LIS. The Company will only accept and deliver traffic in time division multiplex ("TDM") protocol. The Customer shall, at its sole cost, be responsible for providing all equipment, software, facilities and IP connectivity necessary for the Customer to provide interconnected VoIP service to its Subscribers.
- C. LIS is available to Customers where suitable Facilities exist, are technologically available, and are operationally and economically feasible.
- D. LIS provides standard 10-digit telephone numbers with associated two-way local exchange telecommunications service to permit Customers to provide local interconnected VoIP service to Customer's Subscribers. Where available in a service territory, LIS may also include support for the provision of 911 capability, Telecommunications Relay Services (711), and Directory Listings. Toll services, Operator Services and Directory Assistance are not included in LIS. LIS does not support calling to 976 or similar exchanges or to calls to the 900 Service access code.

#### 5.9.4 Use of Service

- A. LIS is provided subject to, and in accordance with, the regulations and rates in this Tariff, applicable law, and the Company's agreements with other providers, including but not limited to: applicable state or federal law, applicable state or federal regulations, orders issued by regulatory agencies and/or courts of competent jurisdiction, Incumbent Local Exchange Company ("ILEC") interconnection agreements, or similar requirements (collectively "Company Obligations"). To the extent that changes in Company Obligations affect the terms and conditions under which the Company may provide LIS, including being unable to provide LIS at all, the liability of the Company for any such changes shall be subject to the limitation of liability provisions set forth in Section 3 of this Tariff.
  - 1. Customer shall, at its sole cost, be responsible for providing all equipment, software, Facilities and IP connectivity (including connectivity to Subscribers) necessary for the Customer to provide interconnected VoIP service to its Subscribers.

(N)

## 5. Local Exchange Business Services (Cont'd)

(N)

### 5.9 Local Interconnection Service (Cont'd)

#### 5.9.4 Use of Service (Cont'd)

##### A. (Cont'd)

##### 1. (Cont'd)

- a. The Customer must provide the proper signaling information (e.g., originating Calling Party Number (CPN) (a/k/a Automatic Number Identification (ANI)), destination called party number, Originating Line Information Parameter ("OLIP") on calls to 8XX telephone numbers, calling party category, charge number, Automatic Location Identification (ALI), etc.) for all calls. To the extent that failure to provide ANI or other signaling information leads to increased charges from third parties to the Company as a result of the Company Obligations, the Company may recover all such increased charges, as well as the Company's reasonable Costs associated with defending against and/or administering such increased charges, from the Customer. If for two months in any twelve month period the Customer sends calls to the Company lacking required signaling information in excess of 5% of all calls during such months, the Company may terminate LIS to the Customer immediately with no liability from the Company to the Customer for such termination.
- b. The Customer shall input, validate and maintain accurate Subscriber information so that the Company can provide such Customer-provided information to applicable national databases, including but not limited to, Automatic Local Identification (ALI) Database, Directory Listing information, Line Information Database (LIDB) and Caller ID with NAME Database (CNAM). The Customer shall deliver to the Company valid postal addresses that can be confirmed against the Master Street Address Guide ("MSAG").
- c. The Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to such party (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party.

(N)

## 5. Local Exchange Business Services (Cont'd)

(N)

### 5.9 Local Interconnection Service (Cont'd)

#### 5.9.4 Use of Service (Cont'd)

##### A. (Cont'd)

##### 1. (Cont'd)

- d. Based on the Company Obligations, LIS is limited to Subscribers physically located in areas served by the Company. The Customer shall in all cases assign telephone numbers to Subscribers based on the Subscribers' locations and fully in accordance with NANPA guidelines associating NPA-NXX codes with particular Exchange Areas. LIS under this Tariff is not to be used with any "virtual numbering" or foreign-exchange-like arrangements. Notwithstanding, the Company and the Customer may negotiate and enter into such arrangements on an individual case basis to serve legitimate subscriber requirements.
  - e. The Company and the Customer will conduct interoperability testing prior to the Customer implementing any software or call flow upgrade, enhancement or modification thereto. All special configurations are subject to the Company's approval. The Company may terminate (without liability) LIS where proper interoperability testing has not been completed.
2. Customer is solely responsible for (i) implementing with Subscribers appropriate terms, conditions, and measures to ensure that all Subscribers comply with the terms and conditions of this LIS Tariff, and (ii) establishing the price plans according to which Subscribers will be billed, including determining and remitting taxes and other charges (i.e. Federal Universal Service Fund Charge) to applicable authorities, billing its Subscribers, and handling all Subscriber disputes. All acts or omissions of a Subscriber shall be attributable to Customer for purposes of this LIS Tariff. The Company will not provide support directly to any Subscriber.

(N)

## 5. Local Exchange Business Services (Cont'd)

(N)

### 5.9 Local Interconnection Service (Cont'd)

#### 5.9.5 Term and Termination

- A. LIS is available for an initial term ("Term") of three years following execution of a separate written agreement between the Company and the Customer effectuating the provisions of this Tariff, unless earlier terminated as provided herein. The Customer will provide notice of its intent to renew at least 90 days prior to expiration of the Term.
- B. In the event of early termination of LIS by the Customer before the expiration of the Term, the Company may assess a Termination Charge equal to 100% of all monthly recurring charges multiplied by the number of months left in the Term. Such early Termination Charges do not constitute a penalty under this Tariff but are assessed in order for the Company to fully recover Costs associated with providing LIS.
- C Discontinuance of Service for Cause
  - 1. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend LIS without incurring any liability.
  - 2. Upon Customer violation of any of the other material terms or conditions applicable to LIS the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend LIS without incurring any liability if such violation continues during that period.
  - 3. Upon condemnation of any material portion of the Facilities used by the Company to provide LIS to a Customer or if a casualty renders all or any material portion of such Facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend LIS without incurring any liability.
  - 4. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend LIS without incurring any liability.
  - 5. Upon any governmental prohibition or required alteration of LIS to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue LIS without incurring any liability.
  - 6. In the event of fraudulent use of the Company's network, the Company may without notice immediately suspend or discontinue LIS. The Customer will be liable for all related Costs. The Customer will also be responsible for payment of any reconnection charges.
  - 7. Upon the Company's discontinuance of LIS to the Customer under this Section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the Term for which LIS would have otherwise been provided to the Customer to be immediately due and payable.
  - 8. In the event a Customer's LIS is discontinued for any reason, it is the Customer's responsibility to ensure its affected Subscribers have access to an alternative 911 service.

(N)

## 5. Local Exchange Business Services (Cont'd)

(N)

### 5.9 Local Interconnection Service (Cont'd)

#### 5.9.6 Subscriber Orders and Usage Forecasts

- A. The Customer must submit order(s) to activate a market(s) and request telephone numbers (each a "market order") in a format that will be provided by the Company and that may be updated from time to time. After the Company's acceptance of a market order, the Customer may submit orders to activate Subscribers for use of LIS within such market.
- B. The Customer will provide the Company with a non-binding forecast setting forth the Customer's estimated usage by market or local Calling Area and anticipated Local Number Portability ("LNP") requests for the next 12 month period, which shall be updated on a calendar quarter basis thereafter.
- C. The Customer may use other Common Carriers in addition to or in lieu of the Company.

#### 5.9.7 Local Number Portability

- A. Porting In. As between the Company and the Customer, the Customer may act as the Company's agent in obtaining Subscriber requests to port a telephone number from a third party telecommunications provider to the Company so that the Customer may provide interconnected VoIP service to the Subscriber using that ported number. The Customer represents and warrants that it has all necessary rights and authority necessary for any Port-In it requests, will provide copies of letters of authority authorizing the same (or access to recordings of third-party verification of Customer ports) upon request and shall indemnify, defend and hold harmless the Company and its affiliates from any third party claim related to or arising out of any Port-In (or request for Port-In). The Customer shall not request a Port-In in any situation that does not meet the definition of "number portability" contained at 47 C.F.R. § 52.21.
- B. Porting Out. The Company shall honor requests received from third-party providers of telephone exchange service to port to such a provider a telephone number currently assigned to a Subscriber ("Port-Out"). Prior notice of Port-Outs will not be provided. The Company will support such third-party Port-Out requests in accordance with the Company's standard operating procedures.
- C. Directory Listings.
  - 1. The Company will assist Customer in the provision of directory listings to its Subscribers through third-party providers.
  - 2. The Customer shall be responsible for all costs incurred by the Company in the provision of directory listing services to the Customer's Subscribers, including any charges or liability resulting from the Customer's use of services provided by a third-party service provider. Such costs are not included in the rates specified in Section 7.9.9 of this LIS Tariff.
  - 3. The Company is not liable for damages arising from errors or omissions in the making or printing of directories by any such third-party service provider, or in accepting listings presented by the Customer.

(N)

## 5. Local Exchange Business Services (Cont'd)

(N)

### 5.9 Local Interconnection Service (Cont'd)

#### 5.9.8 Emergency 911 Service

- A. Subject to technical limitations which may vary from market location to market location, the Company may offer 911 Services as part of LIS, subject to the limitations stated herein.
- B. The Customer shall ensure that a Subscriber does not use LIS from a Location different from the Subscriber's address and shall further ensure that telephone numbers are assigned to Subscribers whose primary address is within the rate center (as defined by the Incumbent Local Exchange Carrier) associated with such telephone number.
- C. 911 Services may not function, or may not function properly: (i) if a telephone number is assigned to a Subscriber located outside of the ILEC rate center associated with such telephone number; (ii) if a Subscriber attempts a 911 call from a Location different from the Subscriber's address provided to the Company by the Customer; (iii) during a disruption of power at the Subscriber Location; (iv) during a loss of connectivity to the Subscriber Location due to network outages or other degradations of service, whether in the Company's network or an interconnecting network; (v) during any period where Service to a Subscriber has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (vi) if incorrect or invalid Subscriber address information is provided, or if such information is not updated in the event of a change in primary Location; or (vii) if equipment provided to or used by the Subscriber fails to function or is improperly installed or configured.
- D. 911 Services may not function correctly until correct and valid address information has been input into the appropriate database(s), which may occur after initial Service activation.
- E. The Customer's agreements with Subscribers shall contain the following: (i) an explanation of the limitations on the functionality of 911 Services, including those set forth in Section 5.9.8.C, which the Company may supplement from time to time; and (ii) a release in favor of the Customer and the Company relating to claims arising out of the failure of 911 Services to function properly for the reasons set forth in this Section.

#### 5.9.9 Liability

LIMITATION OF LIABILITY. IN ADDITION TO THE GENERAL LIMITATION OF LIABILITY SET FORTH IN SECTION 3 OF THIS TARIFF, NEITHER THE COMPANY, ITS AFFILIATES, SUBSIDIARIES, OFFICERS OR EMPLOYEES SHALL BE LIABLE TO CUSTOMER, SUBSCRIBER OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, DAMAGES OR LIABILITIES, INCLUDING DAMAGE TO GOOD WILL, ECONOMIC LOSS, LOST PROFITS, OR OTHERWISE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), WHETHER FORESEEN OR FORESEEABLE, ARISING FROM THE COMPANY'S PROVISION OR FAILURE TO PROVIDE SERVICES.

(N)

## 5. Local Exchange Business Services (Cont'd)

(N)

### 5.9 Local Interconnection Service (Cont'd)

#### 5.9.10 Rates and Charges

- A. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company's service area(s). To limit the real potential for stranded investment, recurring and nonrecurring charges for Customer-determined Service configurations will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for Service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.
- B. The charges for LIS may be revised from time-to-time on one month's notice.
- C. Charges for Service are exclusive of taxes. Except for taxes that the Company must remit directly based on the Company's income, the Customer will be responsible for all taxes that arise in any jurisdiction, including value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up) excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges imposed on or incident to the provision, sale or use of Service (whether imposed on the Company or any affiliate of the Company). Such charges may be shown on invoices as cost recovery fees. The Customer may present the Company a valid exemption certificate and the Company will give effect thereto prospectively.
- D. Rates:

#### NONRECURRING CHARGES

1. Local Interconnection Service Non-Recurring Charge - Facilities used in the provision of Local Interconnection Service are constructed to meet specification negotiated by the Company and the Customer on an Individual Case Basis. Charges are offered to the Customer in writing and on a nondiscriminatory basis<sup>1</sup>.
2. Activation/Service Order Charges - Pass through of any and all Carrier initial and supplemental Service order charges including activation charges, number porting charges (initial and supplemental; both standard and project-based fees), and directory listing charges (initial and supplemental; whether new, changed or deleted).

3. Repair/Maintenance Charges to repair customer caused incidents:

Regular Time: Mon.-Sat. 8a.m.-8p.m.	\$115.00 per visit
Overtime: Mon.-Sun. 8a.m.-8p.m.	\$175.00 per visit
Premium: Sundays and Holidays	\$230.00 per visit

(N)

<sup>1</sup> Facilities used in the provision of Local Interconnection Service may be constructed to meet specifications negotiated by the Company and the Customer with treatment on an Individual Case Basis.

## 5. Local Exchange Business Services (Cont'd)

### 5.9 Local Interconnection Service (Cont'd)

#### 5.9.10 Rates and Charges (Cont'd)

##### D. Rates (Cont'd)

##### MONTHLY RATE<sup>1</sup>

4. Local Interconnection Port - Per T-1

\$1,000.00  
Based on a 36-month  
Term Contract

5. Per Customer Subscriber

\$25.00

6. Other Carrier Charges - Pass through of any and all Carrier charges for numbers (DID/DOD), directory listing-related charges (vanity listing, non-published) or any other Carrier Charges.

7. Individual Case Basis (ICB) Charges - ICB pricing will be developed and used for special circumstances and Services that are not listed in this Tariff or part of the Company's normal service offerings. ICB rates for similarly situated Customers shall be offered on a fair, equitable and nondiscriminatory basis.

(N)

(N)

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<sup>1</sup> The monthly rate for LIS is a function of a combination of market-specific Cost considerations as well as Customer-determined factors including service capacity, length of Contract term, optional features, and maintenance and security considerations.